

Remarks

This is in response to the final Office Action mailed on November 12, 2004. A substitute specification and a new abstract are provided at the Appendix. Claim 1 has been amended, support for the amendments being found, for example, at page 16, line 21 through page 17, line 5 of the original specification. No new matter has been added. Claims 1-6 and 8 remain pending. Reconsideration and allowance are respectfully requested in view of the following remarks.

I. Specification

A substitute specification in proper idiomatic English and in compliance with 37 CFR 1.52(a) and (b) was required. Attached at the Appendix hereto is a substitute specification in clean and marked up forms. The substitute specification contains no new matter. Consideration and entry of the substitute specification are respectfully requested.

In addition, a new abstract in prior idiomatic English is included at the Appendix. Entry is respectfully requested.

II. Claim Rejections - 35 U.S.C. § 103

Claims 1-6 and 8 were rejected under 35 U.S.C. § 103(a) as being unpatentable over Laverty et al., U.S. Patent No. 6,381,032, in view of Official Notice. This rejection is respectfully traversed, and reconsideration is respectfully requested in view of the following remarks.

Claim 1 is directed to a made-to-order system including a homepage including a dealing contract provision that new users are required to acknowledge prior to using the system, wherein returning users are provided with a customer ID and password to allow the returning users to skip the dealing contract provision, and wherein the returning users are provided with additional services such as deferred billing options that are not provided to new users.

This homepage can be presented to a user when the user accesses the made-to-order system. One advantage associated with distinguishing between new users and returning users is that returning users that have a customer ID and password can be given access to additional services not provided to new customers. For example, returning customers can be given access to additional payment options such as deferred billing. Such deferred billing payment options represent a smaller risk to a business owner when given only to returning customers that already

have an established relationship with the business owner. See page 17, lines 12-15 of the original specification.

Lavery fails to disclose or suggest a system including a homepage including a dealing contract provision that new users are required to acknowledge prior to using the system, wherein returning users are provided with a customer ID and password to allow the returning users to skip the dealing contract provision, and wherein the returning users are provided with additional services such as deferred billing options that are not provided to new users, as recited by claim 1.

The recitation in the rejection of Official Notice of certain facts fails to remedy the shortcomings of Lavery. Reconsideration and allowance of claim 1, as well as claims 2-6 and 8 that depend therefrom, are therefore respectfully requested.

III. Conclusion

Favorable reconsideration in the form of a Notice of Allowance is respectfully requested. Please contact the undersigned attorney with any questions regarding this application.

Respectfully submitted,
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Attachment: Appendix